

No. 19-16122

United States Court of Appeals for the Ninth Circuit

FEDERAL TRADE COMMISSION,
Plaintiff – Appellee,

v.

QUALCOMM INCORPORATED,
Defendant – Appellant.

Appeal from the United States District Court for the
Northern District of California
The Honorable Lucy H. Koh (No. 5:17-cv-00220-LHK)

**UNOPPOSED MOTION OF MEDIATEK INC. TO FILE BRIEF AS
AMICUS CURIAE IN SUPPORT OF THE FTC’S OPPOSITION TO
QUALCOMM’S MOTION FOR STAY PENDING APPEAL**

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Pursuant to Federal Rule of Appellate Procedure 29(a), MediaTek Inc. (“MediaTek”) respectfully moves for leave to file the attached brief as *amicus curiae* in the above-captioned matter, in support of the Federal Trade Commission’s (“FTC’s”) opposition to Qualcomm Incorporated’s (“Qualcomm’s”) motion for stay pending appeal. The FTC consents, and Qualcomm takes no position on this motion.

STATEMENT OF INTEREST

Amicus curiae MediaTek sells more than 1.5 billion semiconductor chips per year powering cell phones, tablets, voice assistant devices, smart TVs, and media players. Having been slowed in modem chip markets by Qualcomm’s anticompetitive conduct for over a decade, MediaTek has a vital, long-standing interest in denial of Qualcomm’s motion, which threatens MediaTek’s ability to achieve the competitive success that its innovations have accomplished in other chip markets. Based on this interest, MediaTek believes it can provide a unique perspective that will aid this Court in evaluating Qualcomm’s motion. Qualcomm’s request for stay of the District Court’s Order would have an immediate impact on MediaTek, with the potential to entrench Qualcomm’s monopoly power not only during the pendency of

Qualcomm's appeal but for years to come. As Qualcomm's leading (and virtually only) competitor in the sale of modem chips, MediaTek has substantial knowledge and a unique perspective on these issues and submits that its participation as an *amicus* is likely to assist the Court in assessing the "potential ramifications beyond the parties directly involved." *Sonoma Falls Developers, LLC v. Nev. Gold & Casinos, Inc.*, 272 F. Supp. 2d 919, 925 (N.D. Cal. 2003).

RELEVANCE OF MEDIATEK'S *AMICUS* BRIEF

MediaTek's brief will primarily address two matters critical to Qualcomm's motion: Qualcomm's likelihood of success on the merits and the public's interest in immediate enforcement of the District Court's Order.

Qualcomm's motion raises two arguments regarding its likelihood of success on the merits. *First*, Qualcomm argues that it has no duty to deal under Section 2 of the Sherman Act, as construed by *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, 472 U.S. 585 (1985), *Verizon Communications Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398 (2004), and *MetroNet Services Corp. v. Qwest Corp.*, 383 F.3d 1124 (9th Cir. 2004). MediaTek's brief will explain why this argument is

meritless in light of Qualcomm’s prior dealings with MediaTek and other third parties, evidence of which is amply reflected in the record. *Second*, Qualcomm argues that its conduct is permissible as a simple “price squeeze” under *Pacific Bell Telephone Co. v. linkLine Communications, Inc.*, [555 U.S. 438](#) (2009). MediaTek’s brief will explain why the District Court was correct to reject Qualcomm’s analogy to *linkLine* and to treat Qualcomm’s policies of refusing to license modem chip supply competitors and “no license-no chips” as a multifaceted campaign of coercion, exclusive dealing, and tying, rather than a mere price squeeze.

With regard to the public interest, MediaTek’s brief will address the harm that granting Qualcomm’s request would impose on MediaTek, phone manufacturers, and consumers. MediaTek’s brief will aid this Court by offering its analysis of the scope of the District Court’s Order, which applies only to Qualcomm’s unique practices and not to other cellular SEP licensors, whose license agreements are not infected by decades of Qualcomm’s unique, anticompetitive abuse. MediaTek’s brief will also demonstrate that immediate enforcement of the District Court’s Order will accelerate rather than hinder the cellular industry’s transition to 5G technologies. Nothing in the Order will prevent Qualcomm from

continue to sell 5G chips or invest in cellular innovation. By contrast, allowing MediaTek to immediately seek a license will provide more stability to its commercial relationships, allowing MediaTek to invest in new products and technologies and introduce more competition in the 5G chip market, to the ultimate benefit of consumers.

CONSENT OF THE PARTIES

Neither party opposes MediaTek's motion. On July 21, 2019, Yonatan Evan, counsel for Qualcomm, stated that Qualcomm will take no position on MediaTek's motion. On July 22, Joseph Baker and Rajesh James stated that the FTC consents to MediaTek's motion.

CONCLUSION

For the foregoing reasons, MediaTek respectfully requests leave to participate as *amicus curiae* in support of the FTC's opposition to Qualcomm's motion for stay pending appeal.

Dated: July 25, 2019

Respectfully Submitted,

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This document complies with the type-volume limitation of Circuit Rules 27-1(1)(d) and 32-3(2) because it contains 689 words according to the count of the word processing system used to compose this brief, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(f) and Circuit Rule 27-1(1)(d).

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Dated: July 25, 2019

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I hereby certify that on July 25, 2019, I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

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Dated: July 25, 2019

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CORPORATE DISCLOSURE STATEMENT

Pursuant to [Federal Rule of Appellate Procedure 26.1](#), MediaTek Inc. (“MediaTek”) states that it has no parent corporation and that no publicly held corporation owns 10% or more of MediaTek’s stock.

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INTEREST OF *AMICUS CURIAE*¹

Amicus curiae MediaTek sells more than 1.5 billion semiconductor chips per year powering cell phones, tablets, voice assistant devices, smart TVs, and media players. Having been slowed in modem chip markets by Qualcomm’s anticompetitive conduct for over a decade, MediaTek has a vital, long-standing interest in denial of Qualcomm’s motion, which threatens MediaTek’s ability to achieve the competitive success that its innovations have accomplished in other chip markets.

INTRODUCTION

Over a decade ago, as 4G technologies began to take root, Qualcomm’s anticompetitive conduct cemented its dominance for the entire 4G era. Nearly all of Qualcomm’s major competitors, including Broadcom, ST-Ericsson, Renesas, Marvell, and Nvidia, dropped out of the modem chip market. Qualcomm highlighted several of these competitors’ exits in an internal presentation illustrated with tombstones. (MTK004.)



¹ MediaTek affirms that no counsel for any party authored this brief in whole or in part; no party or party’s counsel contributed money to fund preparation or submission of the brief; and no one but MediaTek contributed money to fund the preparation or submission of this brief.

If the District Court's Order is stayed pending appeal, Qualcomm is likely to reenact its anticompetitive scheme at precisely the time 5G technology is being implemented, allowing Qualcomm to consolidate its modem chip monopoly not only during the pendency of this appeal but for years to come. Chip suppliers, device manufacturers, and consumers will suffer. The public interest requires the District Court's Order to remain in full effect.

ARGUMENT

A stay pending appeal “is not a matter of right,” *Lair v. Bullock*, 697 F.3d 1200, 1203 (9th Cir. 2012), but a form of “extraordinary relief”; a party seeking a stay bears a “heavy burden.” *Winston-Salem/Forsyth Cty. Bd. of Ed. v. Scott*, 404 U.S. 1221, 1231 (1971). When a government party opposes a request for stay, the Court considers three factors: (1) whether the appellant can demonstrate a “strong showing” of likelihood of success on the merits, (2) whether the appellant will suffer irreparable injury absent a stay, and (3) where the public interest lies. *Nken v. Holder*, 556 U.S. 418, 426, 435 (2009). All three factors weigh heavily against granting Qualcomm's request for a stay. This *amicus* brief focuses on the first and third factors. As to the second factor,

Qualcomm can readily avoid irreparable harm if it comes to the table in good faith and applies the same creativity in negotiating that it has in devising schemes to thwart competition. Qualcomm's claims to the contrary (Mot. 22-27) fail for the reasons discussed by the FTC. (Opp. 15-20.)

I. Qualcomm's Appeal Is Unlikely To Succeed

Qualcomm's arguments on the merits improperly treat the FTC's claims as though they were "completely separate and unrelated lawsuits." *Cont'l Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 698-99 (1962) (rejecting effort to "tightly compartmentaliz[e] the various factual components and wip[e] the slate clean after scrutiny of each"); *City of Anaheim v. S. Cal. Edison Co.*, 955 F.2d 1373, 1376 (9th Cir. 1992) ("it would not be proper to focus on specific individual acts of an accused monopolist while refusing to consider the overall combined effect"). The District Court's conclusion that Qualcomm violated the antitrust laws is based on a wide range of exclusionary conduct, extensively substantiated by industry-wide customer and competitor testimony.

Neither of the compartmentalized "legal questions" Qualcomm raises calls into question or addresses the District Court's integrated

assessment of Qualcomm's exclusionary scheme. But even standing alone, Qualcomm's specific arguments are incorrect as a matter of law.

A. Qualcomm Has An Antitrust Duty To Deal

Qualcomm does not dispute that its decision to stop offering licenses to competitors was motivated by anticompetitive malice or that it licenses its cellular SEPs in a retail market to other customers — two of the three factors set forth in *MetroNet Services Corp. v. Qwest Corp.*, 383 F.3d 1124, 1131-35 (9th Cir. 2004), for evaluating the contours of a duty to deal. (Mot. 14-17; see A135-42.) Qualcomm makes widely available to chip customers the exact product — an exhaustive patent license to its cellular SEPs — it refuses to make available to rivals. *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, 472 U.S. 585, 593-94, 608 (1985); *Otter Tail Power Co. v. United States*, 410 U.S. 366, 370-71 (1973). This refusal to license manifests “a distinctly anticompetitive bent,” which — coupled with Qualcomm's prior voluntary FRAND commitments and its insistence that others license SEPs to Qualcomm's own chip business — makes it actionable exclusionary conduct, even standing alone. *Verizon Commc'ns Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398, 409 (2004).

Qualcomm's duty to deal argument rests on the remaining *MetroNet* factor: Qualcomm claims it maximized rather than sacrificed profits by refusing to license competitors. (Mot. 15-17; *see also* DOJ Br. 6-7.) But any profit sacrifice test should be evaluated against a benchmark that presumes *lawful rather than unlawful* conduct. It would be perverse to reward a monopolist for increasing its profits through unlawful practices.

Viewed correctly, Qualcomm sacrificed profits by ceasing to license competitors it had previously licensed. (A138-39.) The District Court was correct to disregard additional downstream profits Qualcomm achieved as a result of its unlawful FRAND evasion in licensing customers and holding them up through chip supply threats.

In *Aspen Skiing*, the Supreme Court made clear that the ultimate determination is whether the monopolist's "pattern of conduct" was sufficiently "bold, relentless, and predatory" to support an "inference that the monopolist made a deliberate effort to discourage its customers from doing business with a smaller rival." 472 U.S. at 610. The record here unquestionably supports the District Court's finding of bold, relentless and predatory conduct: Qualcomm acted repeatedly and in myriad ways

to exclude competition. (*E.g.*, A45-46, A50, A77, A84, A90-106, A142-58, A187-96, A203, A215.)

In *Trinko*, the Court interpreted *Aspen Skiing* as holding that the unilateral termination of a voluntary course of dealing violates the Sherman Act when done “to achieve an anticompetitive end.” [540 U.S. at 409](#). The record here clearly fulfills that requirement as well, even considering the refusal to deal alone.

Qualcomm’s refusal to license strayed from at least four prior voluntary courses of dealing: (1) Qualcomm’s voluntary FRAND commitments to license, which were designed to expand Qualcomm’s profits by securing inclusion of Qualcomm technology in industry standards,² (2) its previous record of licensing its patents to rivals as well as customers, (3) its exhaustive sales of chips (with patent rights included in the chip sale) in markets where it lacks monopoly power, and (4) its insistence that *other* SEP owners license their patents back to

² Qualcomm’s commitments were voluntarily made to private standard-setting organizations as part of a free-market bargain, and bear little resemblance to “an enforced *regulatory* obligation” imposed by the government, as was the case in *Trinko*. See *Broadcom Corp. v. Qualcomm Inc.*, [501 F.3d 297, 316-17](#) (3d Cir. 2007) (concluding that Qualcomm’s FRAND commitment constituted a voluntary agreement to license that was distinguishable from the regulatory framework in *Trinko*).

Qualcomm's chip business (precisely the requirement to which Qualcomm now objects when applied to Qualcomm). (A9, A138-39, A163-64.)

There is also ample evidence that Qualcomm's refusal to deal was done to achieve an anticompetitive end, as MediaTek has experienced for over a decade. In 2008, MediaTek sought a license from Qualcomm when potential customers refused to purchase unlicensed 3G modem chips. (A115-16; MTK006-07.) Qualcomm refused, offering only an agreement allowing MediaTek to sell modem chips to Qualcomm licensees "so long as such entities remain ... licensed." (A116; MTK012-19.)³ Qualcomm's express strategy in refusing to license MediaTek and entering into this alternative arrangement was to "***Reduce # of MTK's 3G customers,***" "Formulate and execute a GSM/GPRS strategy to ***destroy MTK's 2G margin & profit,***" and "***Take away the \$\$ that MTK can invest in 3G.***" (SA090.)

The anticompetitive harm in Qualcomm's strategy was particularly

³ In fact, Qualcomm later threatened Lenovo that it would to force MediaTek to stop supplying *MediaTek* chips unless Lenovo agreed to Qualcomm's licensing terms, demonstrating how Qualcomm's refusal to license competitors enhances its ability to force the exclusionary terms that the District Court found to violate the Sherman Act. (A192.)

— and deliberately — acute coming at a time of transition from one generation of technology to another, just as is the case now. MediaTek’s witness testified at trial that MediaTek’s 2G business declined in the years after its agreement with Qualcomm, that the protracted negotiations with Qualcomm delayed MediaTek’s entry into the 3G market, and that MediaTek’s delayed entry adversely affected its ability to invest in 4G technology. (MTK009-10) Now, at the onset of 5G deployment, the same will happen again — particularly given the “Winner Take All” market characteristics Qualcomm itself has described (MTK003-04) — unless relief is implemented without delay. Months’-long delay is likely to prove fatal to the emergence of healthy competition.

MediaTek’s experience is far from unique. As the District Court documented extensively, other would-be chip suppliers, including Intel, VIA, and Broadcom, have also fallen victim to Qualcomm’s anticompetitive conduct, hindering their ability to invest and compete. (A117-25.) Most recently, in 2018, Qualcomm continued its refusal to license its competitors in the modem chip market, flouting a Korea Fair Trade Commission order requiring Qualcomm to offer exhaustive chip-level licenses. (A124-25.) The overwhelming evidence of the

anticompetitive effect of Qualcomm's refusal to license competitors, combined with Qualcomm's prior course of dealing and the extensive evidence of other interlocking anticompetitive conduct (*supra* at 5-6), strongly support the District Court's conclusion that Qualcomm violated the Sherman Act.

Qualcomm's remaining argument — that its refusal to license chip suppliers is justified because other licensors have followed its lead (Mot. 17) — is a red herring.

First, Qualcomm's description of "settled industry practice" (Mot. 3) simply discards the indisputable contrary factual findings it does not like. MediaTek and other chip suppliers sell chips without first demanding a separate license. (A45, A164-65.) Even *Qualcomm* sells chips exhaustively in markets (including Wi-Fi) where it lacks monopoly power. (A163-64.) And other major cellular SEP owners license their patents for a small fraction of the royalties (on a quality-adjusted basis) that Qualcomm has extracted, commonly agreeing to provide claim charts and other proof of patent value that Qualcomm stubbornly withholds. (A174-84, A213-14.)

Second, Qualcomm is unique in possessing monopoly power in a

product that implements cellular standards. Other major cellular SEP licensors have neither the ability nor incentive to leverage any decision to license only or primarily at the customer level in an exclusionary manner. “Behavior that otherwise might comply with antitrust law may be impermissibly exclusionary when practiced by a monopolist.” *United States v. Dentsply Int’l, Inc.*, [399 F.3d 181, 187](#) (3d Cir. 2005).

B. *linkLine* Is Inapposite Because Qualcomm’s Conduct Is Not A “Price Squeeze”

Qualcomm’s attempt to pigeonhole its conduct as a mere “price squeeze” under *Pacific Bell Telephone Co. v. linkLine Communications, Inc.*, [555 U.S. 438](#) (2009) suffers from similar defects as its duty-to-deal argument. Qualcomm’s conduct was and remains a multifaceted campaign of coercion, exclusive dealing, and tying, as the District Court correctly and repeatedly recognized.⁴ (*Supra* at 5-6.)

⁴ As the District Court found, Qualcomm manipulated its monopoly chip supply (“no license, no chips”) *not only* to secure supra-FRAND royalties, but also to exclude competition through the use of exclusivity-based rebates, threats to customers’ ability to purchase chips even from competitors, and gag clauses prohibiting customers from complaining. Thus, the conduct at issue is not simply charging customers too much and thereby squeezing rivals’ margins. All of Qualcomm’s exclusionary conduct worked in tandem: the refusal to license chip suppliers enabled Qualcomm to ensure a licensing relationship with common customers,

Because Qualcomm’s no license-no chips and exclusivity rebate policies — both facilitated by its refusal to license competitors — are species of exclusive dealing under which Qualcomm will not deal with customers unless those customers agree to terms that disadvantage and exclude Qualcomm’s competitors, Qualcomm’s analogy to *linkLine* is erroneous. See *ZF Meritor, LLC v. Eaton Corp.*, [696 F.3d 254, 277, 280-81](#) (3d Cir. 2012) (rejecting *linkLine* analogy where defendant “wielded its monopoly power to effectively force every direct purchaser ... to enter into restrictive long-term agreements [with] terms unfavorable to the OEMs and their customers”); *Church & Dwight Co. v. Mayer Labs, Inc.*, [2011 WL 1225912](#), at *9-10 (N.D. Cal. Apr. 1, 2011) (rejecting *linkLine* analogy in challenge to “the conditions that [defendant] imposes in exchange for the rebates — namely, the exclusion of competitors...”).

which Qualcomm in turn infected with its chip power, then included exclusionary conditions in the resulting license terms. For example, the exclusivity conditions Qualcomm imposed on Apple’s ability to obtain royalty relief dramatically delayed and stunted Intel’s entry. (A94-105, A148-52.) The relief at issue is narrowly tailored to prevent repetition of the anticompetitive cycle.

II. The Public Interest Favors Immediate Enforcement Of The District Court's Order

The public interest weighs heavily against granting Qualcomm's motion. There is a "public interest in effective enforcement of the antitrust laws." *Fed. Trade Comm'n v. H.J. Heinz Co.*, 246 F.3d 708, 726 (D.C. Cir. 2001).⁵ A stay pending appeal could allow Qualcomm to cement its market dominance into 5G for years to come, dramatically undercutting that interest.

Qualcomm grossly distorts the record in arguing that its conduct "does nothing to block competing modem chipmakers from accessing and incorporating any of Qualcomm's SEPs in their products."⁶ (Mot. 8.) The adverse impact of Qualcomm's anticompetitive conduct on competition and the public interest has been immense, and the need to restore competition in the modem chip market is urgent. This is particularly true in light of Intel's exit,⁷ which has left Qualcomm as an absolute

⁵ Notably, none of the cases that Ericsson cites to support its public interest arguments involved a *public* antitrust enforcement action. (Ericsson Br. 4-5.)

⁶ Similarly, any suggestion that the District Court failed to identify a harm to the competitive process overlooks the extensive evidence of the systematic exclusion of competition cited by the Court.

⁷ <https://newsroom.intel.com/news-releases/intel-modem-statement/>.

monopolist in the merchant supply of premium 4G and 5G chips. (*See* A40.) Given Qualcomm’s demonstrated ability to leverage its market power to prevent and delay competitors’ investment in new generations of cellular technology, the ongoing transition to 5G weighs heavily in favor of the immediate enforcement of the District Court’s order.

Qualcomm and its *amici*’s claim that the injunction will lead to “disruption” in the industry’s transition to 5G does not withstand scrutiny. (Mot. 4; Ericsson Br. 6-11; DOJ Br. 12-13.)

First, the only licenses at issue are *Qualcomm*’s. The injunction is not binding on Ericsson or any other licensor, and the general patent law interests discussed by former Chief Judge Michel (Michel Br. 11-12) are not implicated by the relief at issue here. Chief Judge Michel’s discussion of “patent holdup” has no bearing on the public interest analysis here because, whatever the merits of a generalized debates as to whether patent rights permit holdup, the record evidence in this case shows that the District Court’s remedy is directed at *commercial* holdup, i.e., Qualcomm’s abuse of its chip monopoly to ensure supra-FRAND licensing outcomes. Both remedies that Qualcomm requests be stayed relate precisely to that abuse.

Second, Qualcomm's *amici*'s concerns about investment in innovation (Ericsson Br. 6-9; DOJ Br. 11-13) are untethered to any evidence that modifying Qualcomm's anticompetitive licensing practices will prevent Qualcomm from selling 5G modem chips or investing in cellular innovation. As the FTC points out (Mot. 17 n.13), Qualcomm has devoted significantly more cash to dividends and stock repurchases (\$25.63 billion in 2015-2017) than to R&D expenditures (\$16.2 billion). (SA110-12.) Any incidental (or even significant) royalty reductions that may accompany the negotiation or renegotiation of licenses on a level playing field will have no bearing on Qualcomm's ability to invest and compete. Conversely, a stay will have significant impact on *others*' ability to sustain investments in innovation. Arguments regarding patents' importance in promoting innovation lack credibility when they neglect the adverse impact of exclusion on other firms' innovation.

Third, nothing about MediaTek's or other chip suppliers' desire to obtain licenses will slow down the industry's transition to 5G. (Mot. 4; Ericsson Br. 6-7.) To the contrary, MediaTek's ability to immediately obtain a license would *increase* the availability of 5G products by providing more stability to MediaTek's commercial relationships,

improving MediaTek's ability to invest and compete with Qualcomm in the 5G chip market. This is manifestly in the public interest.

Finally, as Qualcomm and its *amici* seem to admit in citing the must-have nature of Qualcomm's chips as a reason to allow Qualcomm's anticompetitive conduct to continue unabated (Mot. 28-29; Ericsson Br. 7; DOJ Br. 1; Michel Br. 14), Qualcomm is a monopolist. Permitting a recidivist monopolist to use its anticompetitive playbook to extend its dominance at a critical juncture is not in the public interest.

CONCLUSION

For the foregoing reasons, Qualcomm's motion for a partial stay pending appeal should be denied.

Dated: July 25, 2019

Respectfully Submitted,

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**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

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Signature /s/ Steven C. Holtzman

Date July 25, 2019

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I certify that I am a registered CM/ECF user and that all parties have registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

Dated: July 25, 2019

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Appeal from the United States District Court for the
Northern District of California
The Honorable Lucy H. Koh (No. 5:17-cv-00220-LHK)

***AMICUS CURIAE* MEDIATEK INC.'S
SUPPLEMENTAL APPENDIX**

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Counsel for Amicus Curiae MediaTek Inc.

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From: Wyatt, Will
To: Kedrowski Meg; kropp.matthew@bcg.com
Sent: 2/2/2016 9:26:58 PM
Subject: Pricing deck
Attachments: FY16 Strat Pricing Section v5.pptx

Will Wyatt
16 January 2018
Harry A. Fisher, California CDR No. 7700
PK85

From: Tobi, Alex
Sent: Tuesday, February 02, 2016 1:03 PM
To: Wyatt, Will
Subject: FY16 Strat Pricing Section v5.pptx

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QNDAL03572280

CX8292-001

MTK001

FY16 Strat Pricing Key Themes

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CX8292-002

MTK002

Agenda

Winner Take All in the Mobile Silicon Space

It's very simple: If you are first → you win / If you are late → you lose

- 3G Case Study
- 8916 / 8939 / 8974 Examples

Potential Impact of exiting from low end LTE

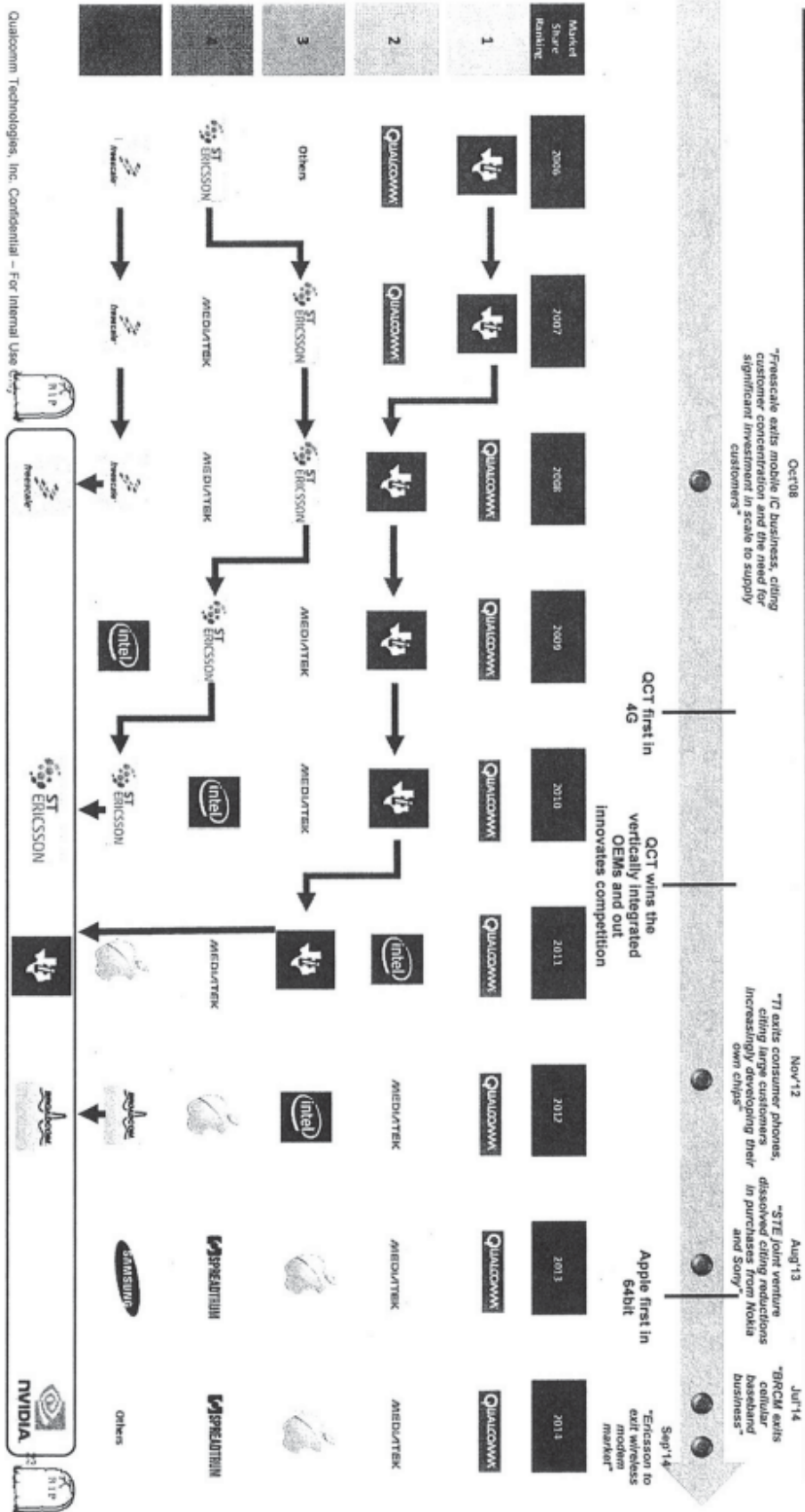
Other tools to protect margin

- Regional pricing & Product Defeaturing

Current Roadmap and QCT Financial view

How do we fix it ? → Please reference Keith Kressin and Alex Katouzian's presentations

Winner Take All – Top 5 Market Share (in Revenue)



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FEDERAL TRADE COMMISSION,)	C-17-00220 LHK
)	
PLAINTIFF,)	SAN JOSE, CALIFORNIA
)	
VS.)	JANUARY 7, 2019
)	
QUALCOMM INCORPORATED, A)	VOLUME 2
DELAWARE CORPORATION,)	
)	PAGES 160-407
DEFENDANT.)	
_____)	SEALED PAGES 368 - 407

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE LUCY H. KOH
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

FOR THE PLAINTIFF: FEDERAL TRADE COMMISSION
BY: JENNIFER MILICI
DANIEL J. MATHESON
WESLEY G. CARSON
KENT COX
NATHANIEL M. HOPKIN
PHILIP J. KEHL
600 PENNSYLVANIA AVENUE, NW
WASHINGTON, D.C. 20580

APPEARANCES CONTINUED ON NEXT PAGE

OFFICIAL COURT REPORTERS: LEE-ANNE SHORTRIDGE, CSR, CRR
CERTIFICATE NUMBER 9595
IRENE RODRIGUEZ, CSR, CRR, RMR
CERTIFICATE NUMBER 8074

PROCEEDINGS RECORDED BY MECHANICAL STENOGRAPHY
TRANSCRIPT PRODUCED WITH COMPUTER

1 OPERATING WITH THIS CONDITION, OR AT LEAST WE DIDN'T GET THE
2 SENSE THAT OTHER OF OUR COMPETITOR, BESIDES QUALCOMM, OF
3 COURSE, BUT OTHER COMPETITORS WERE OPERATING WITH A SIMILAR
4 KIND OF CONDITION.

5 SO IT BECAME SOMEWHAT OF A HEADWIND TO OUR BUSINESS, I
6 BELIEVE.

7 Q. WHEN DID MEDIATEK FIRST START SHIPPING COMMERCIAL
8 QUANTITIES OF 3G MODEM CHIPS?

9 A. IT WOULD HAVE BEEN AFTER THIS AGREEMENT WAS SIGNED, SO
10 VERY LATE 2009, EARLY 2010 MORE LIKELY.

11 Q. WAS THAT MODEM CHIP THE 6268?

12 A. YEAH, THAT WAS OUR FIRST 3G WIDE BAND CDMA CHIP.

13 Q. AND WHEN YOU SAY "WIDE BAND CDMA," YOU MEAN THAT CHIP IS
14 COMBINED WITH UMTS, BUT NOT CDMA? IS THAT CORRECT?

15 A. YEAH, THAT'S PROBABLY A FAIR DEFINITION. WIDE BAND CDMA
16 IS LIKE ONE, FIRST STEP IN THE UMTS STANDARD IS HOW I THINK
17 ABOUT IT. BUT IT'S DIFFERENT TO THE CDMA WE WERE TALKING ABOUT
18 EARLIER.

19 Q. AND WHAT ROLE DID YOU PLAY IN MEDIATEK'S EFFORT TO SELL
20 THE 6268?

21 A. SO AFTER I JOINED MEDIATEK IN JANUARY OF 2008, MY ROLE WAS
22 MOSTLY FOCUSSED ON PLANNING OUR MOBILE CHIPSET ROADMAP, SO THAT
23 INCLUDED THE 3G PRODUCTS. IN FACT, THAT WAS A BIG PART OF THE
24 FOCUS.

25 SO DURING KIND OF 2008, 2009, EVEN A LITTLE LATER, I WAS

1 CERTAINLY ENGAGED WITH INTERNAL TEAMS, PLANNING THAT, DOING
2 SOME COMPETITIVE ANALYSIS.

3 AND ALSO ENGAGING WITH MOSTLY I WOULD SAY WHAT WE WOULD
4 HAVE CALLED INTERNATIONAL, NON-CHINA CUSTOMERS TO PROMOTE OUR
5 ROADMAP, UNDERSTAND WHAT THEIR REQUIREMENTS ARE, TRY TO MAKE
6 SURE THAT OUR ROADMAP WOULD ADDRESS THOSE REQUIREMENTS.

7 Q. WHEN WAS THE 6268 READY TO ENGAGE WITH CUSTOMERS?

8 A. I MEAN, PROBABLY IN DIFFERENT STAGES, BUT IT WOULD HAVE
9 PROBABLY BEEN READY EARLY FIRST HALF 2009.

10 Q. WHAT DID YOU LEARN FROM CUSTOMERS ABOUT THEIR DESIRE TO
11 SOURCE THE 6268 FROM MEDIATEK IN THE FIRST HALF OF 2009.

12 A. IN GENERAL, DURING THAT PERIOD, 2008 INTO 2009, AND EVEN
13 INTO 2009, THE KIND OF PREVAILING MESSAGE FROM ALL OF THE
14 CUSTOMERS I ENGAGED WITH WAS THAT THEY EXPECTED US TO HAVE A
15 LICENSE AGREEMENT WITH QUALCOMM BEFORE THEY WOULD CONSIDER
16 PURCHASING 3G CHIPSETS FROM MEDIATEK.

17 Q. AND HOW DID THIS IMPACT THE TIMING OF SALES OF 6268?

18 A. WELL, AT THE TIME WE DIDN'T HAVE A LICENSE AGREEMENT WITH
19 QUALCOMM. WE DIDN'T HAVE ANY AGREEMENT WITH QUALCOMM. SO IT
20 SORT OF STALLED THE PROGRESS I WOULD SAY.

21 Q. DID MEDIATEK DO ANYTHING TO ALLEVIATE THESE CUSTOMER
22 CONCERNS?

23 A. I DON'T -- I PERSONALLY DIDN'T, BUT I KNOW SOMEBODY IN THE
24 COMPANY REACHED OUT AT SOME POINT TO SEEK A LICENSE AGREEMENT
25 FROM QUALCOMM.

Q. DID YOU AT ANY TIME FORM AN UNDERSTANDING AS TO THE PACE OF THESE NEGOTIATIONS WITH QUALCOMM?

A. I WASN'T PERSONALLY INVOLVED IN THE NEGOTIATIONS. I WAS MORE INVOLVED IN THE PRODUCT PLANNING. BUT CERTAINLY FOR, YOU KNOW, SOME OF THIS TIME I WAS TRAVELLING BACK AND FORTH TO, TO TAIWAN HEADQUARTERS A LOT.

THERE WAS A GENERAL SENSE I THINK THAT THEY WERE GOING SLOW. THEY WOULD HAVE LIKED TO HAVE -- WE WOULD HAVE LIKED IF THEY HAD GONE FASTER. WE FELT LIKE THEY WERE SORT OF MAYBE BEING SLOW.

Q. DO YOU KNOW WHAT AGREEMENT WAS ULTIMATELY REACHED, IF ANY?

A. I BELIEVE IT WAS SOMETHING CALLED A COVENANT NOT TO ASSERT AGREEMENT.

Q. IS THAT A DIFFERENT AGREEMENT THAN THE ONE REFLECTED IN JX 0050?

A. I BELIEVE THERE WERE TWO AGREEMENTS SIGNED AT THE SAME TIME.

Q. IF I COULD REFER YOU TO JX 0051.

A. YEAH, THAT'S THE SECOND ONE.

Q. IS THIS THE SECOND AGREEMENT?

A. YES.

MR. KEHL: YOUR HONOR, WE MOVE TO ADMIT JX 0051 INTO EVIDENCE.

MR. SHACHAM: NO OBJECTION, YOUR HONOR.

THE COURT: IT'S ADMITTED.

1 (JOINT EXHIBIT JX 0051 WAS ADMITTED IN EVIDENCE.)

2 THE COURT: GO AHEAD, PLEASE.

3 BY MR. KEHL:

4 Q. HOW DID THE 6268 PERFORM IN THE MARKET?

5 A. NOT VERY WELL I WOULD SAY.

6 Q. TO WHAT DO YOU ATTRIBUTE THAT?

7 A. MOSTLY I THINK IT WAS SORT OF COMING INTO THE MARKET LATE.

8 IT WAS -- YOU KNOW, THESE THINGS TEND TO HAVE A SHELF LIFE.

9 THE PACE OF INNOVATION MOVES PRETTY QUICKLY.

10 BY THE TIME WE WERE REALLY PUSHING IT THE MARKET, THE
11 REQUIREMENTS HAD MOVED ON FROM WHAT FEATURES THE 6268 COULD
12 DELIVER.

13 Q. WAS THE 6268 BETTER POSITIONED IN EARLY 2009?

14 A. PROBABLY, YES.

15 Q. WHEN DID MEDIATEK FIND SUCCESS SELLING 3G MODEM CHIPS?

16 A. THE NEXT WAVE OF 3G PRODUCTS WENT TO MARKET THE SECOND
17 HALF OF 2011.

18 Q. AND HOW, IF AT ALL, DID THE TIMING OF MEDIATEK'S SUCCESS
19 IN 3G EFFECT THE ENTRY INTO 4G?

20 A. WE WERE CERTAINLY NOT EARLY INTO 3G. WE WERE WORKING HARD
21 TO CATCH UP. YOU KNOW, SOME OF THESE THINGS WITH THE
22 AGREEMENTS AND THE NEGOTIATIONS TENDED TO DELAY OUR ENTRY.

23 SO I THINK THE, THE POINT IN TIME WHERE WE SAW REVENUE IN
24 3G, WE HAD ALSO SEEN A DECLINE IN OUR 2G BUSINESS IN 2009/'10.

25 IT WAS PRETTY TOUGH TIME. THE REVENUE PROFITS WERE UNDER

1 PRESSURE.

2 SO NOT BEING ABLE TO GENERATE PROFIT REVENUE ON 3G I THINK
3 IMPACTED OUR ABILITY TO INVEST IN 4G.

4 Q. EARLIER TODAY, MR. MOYNIHAN, YOU MENTIONED I BELIEVE
5 TIER 1 OEM'S.

6 DO YOU RECALL THAT?

7 A. YES, I PROBABLY USED THAT TERM.

8 Q. WHAT BENEFITS, IF ANY, ACCRUED TO A MODEM CHIP SUPPLIER
9 THAT SELLS TO TIER 1 OEM'S?

10 A. I MEAN, SO TIER 1 OEM'S, BY VIRTUE OF THE NAME, I GUESS,
11 ARE KIND OF THE TOP TIER SUPPLIERS. THEY TEND TO BE THE
12 COMPANIES THAT HAVE, YOU KNOW, THE ADOPTION OF THE LATEST
13 TECHNOLOGIES. THEY TEND TO BE THE ONES THAT ARE DOING THE,
14 MAYBE THE MOST PRESTIGIOUS, MORE VISIBLE BUSINESS. THEY TEND
15 TO HAVE, YOU KNOW, VERY STRONG INTERNAL R&D TEAMS. THEY GOT
16 THERE FOR A REASON.

17 SO I THINK WORKING WITH THOSE KIND OF COMPANIES MAKES US,
18 AS A SUPPLIER, A BETTER SUPPLIER.

19 Q. ARE THERE ANY PARTICULAR POINTS IN TIME WHEN THE BENEFITS
20 OF WORKING WITH A TIER 1 OEM ARE MORE OR LESS IMPORTANT?

21 A. I MEAN, YES. I THINK IT'S ALWAYS IMPORTANT, BUT I THINK
22 POINTS OF INDUSTRY TRANSITION, SO FROM FEATURE PHONES TO
23 SMARTPHONES OR FROM 2G TO 3G OR 3G TO 4G CAN BE QUITE CRITICAL
24 TIMES BECAUSE THERE'S NEW NETWORKS ROLLING OUT, A LOT OF
25 REQUIREMENTS.

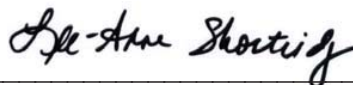
CERTIFICATE OF REPORTERS

WE, THE UNDERSIGNED OFFICIAL COURT REPORTERS OF THE
UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA, 280 SOUTH FIRST STREET, SAN JOSE, CALIFORNIA, DO
HEREBY CERTIFY:

THAT THE FOREGOING TRANSCRIPT, CERTIFICATE INCLUSIVE, IS
A CORRECT TRANSCRIPT FROM THE RECORD OF PROCEEDINGS IN THE
ABOVE-ENTITLED MATTER.



IRENE RODRIGUEZ, CSR, CRR
CERTIFICATE NUMBER 8076



LEE-ANNE SHORTRIDGE, CSR, CRR
CERTIFICATE NUMBER 9595

DATED: JANUARY 7, 2019

MTKC-2010-0019

NON-EXHAUSTIVE CDMA ASIC
AGREEMENT

THIS NON-EXHAUSTIVE CDMA ASIC AGREEMENT (the "Agreement") is entered into on November 19, 2009 (the "Effective Date"), by and between QUALCOMM Incorporated, a Delaware corporation ("QUALCOMM") and MediaTek, Inc., a corporation organized and existing under the laws of the Republic of China (Taiwan) ("MediaTek"), with respect to the following facts:

RECITALS:

WHEREAS, QUALCOMM has developed certain proprietary Code Division Multiple Access ("CDMA") technology which may be useful in providing greater network capacity, higher data rates and improved quality and reliability compared to other wireless telecommunications technologies;

WHEREAS, MediaTek desires to obtain from QUALCOMM certain non-exhaustive covenants not to Assert (as defined below) QUALCOMM's CDMA Technically Necessary Patents (as defined below) against MediaTek's design, development, manufacture and conditional sale of MediaTek CDMA ASICs (as defined below), and QUALCOMM is willing to grant such non-exhaustive covenants not to Assert to MediaTek and to MediaTek's Authorized Affiliates (as defined below) (and certain of their respective distributors and suppliers solely to the extent explicitly set forth in this Agreement) in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, QUALCOMM desires to obtain from MediaTek certain non-exhaustive covenants not to Assert MediaTek's CDMA Technically Necessary Patents (as defined below) against QUALCOMM's design, development, manufacture and conditional sale of QUALCOMM CDMA ASICs (as defined below), and MediaTek is willing to grant such non-exhaustive covenants not to Assert to the QUALCOMM Parties (as defined below) (and to the QUALCOMM Distributors (as defined below) and the QUALCOMM Suppliers (as defined below) solely to the extent explicitly set forth in this Agreement) in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, QUALCOMM and MediaTek enter into this Agreement with the understanding and intent that the non-exhaustive covenants not to Assert QUALCOMM's CDMA Technically Necessary Patents which are granted by QUALCOMM under this Agreement are personal to MediaTek and to MediaTek's Authorized Affiliates (and certain of their respective distributors and suppliers solely to the extent explicitly set forth in this Agreement) only and that such covenants not to Assert do not, and shall not, operate to explicitly, impliedly, by means of estoppel,

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"Authorized Purchaser Sublicensed Affiliate" means any entity that has been sublicensed to make, use and sell Subscriber Units under an A.P. License Agreement with the written authorization of QUALCOMM.

"Authorized Purchasers" means only those entities which have been granted a license by QUALCOMM under at least QUALCOMM's CDMA Technically Necessary Patents to make, use and sell Subscriber Units under a license agreement (an "A.P. License Agreement"), but for only so long as such entities remain so licensed by QUALCOMM. As of the Effective Date, Authorized Purchasers include only those entities listed in Exhibit A-2 attached hereto, and their respective Authorized Purchaser Sublicensed Affiliates and Authorized Purchaser Sublicensable Subsidiaries, if any, that are expressly permitted as such by their A.P. License Agreements with QUALCOMM. QUALCOMM may periodically notify MediaTek of additions or deletions to the list of Authorized Purchasers and will do so within fifteen (15) business days after QUALCOMM's receipt of MediaTek's written request for such notification. QUALCOMM may only delete an entity from the list of Authorized Purchasers if (i) the A.P. License Agreement (or portion thereof) under which such entity is licensed by QUALCOMM terminates or expires, or (ii) such A.P. License Agreement is materially breached by such entity (e.g., the entity fails to pay royalties on sales of Subscriber Units as required under such A.P. License Agreement). In addition, an entity that was an Authorized Purchaser Sublicensed Affiliate will cease to be one when the sublicense under which such entity had been an Authorized Purchaser Sublicensed Affiliate is terminated. For the purpose of this Agreement, any Subsidiary of an Authorized Purchaser shall be deemed an Authorized Purchaser Sublicensable Subsidiary or an Authorized Purchaser Sublicensed Affiliate so long as it remains a Subsidiary of Authorized Purchaser, unless QUALCOMM provides written notice to MediaTek that such entity is not an Authorized Purchaser Sublicensable Subsidiary or an Authorized Purchaser Sublicensed Affiliate.

"CDMA" means code division multiple access.

"CDMA ASIC" means any Component which (i) is to be used only in Subscriber Units, (ii) incorporates or implements QUALCOMM's CDMA Technically Necessary Patents or MediaTek's CDMA Technically Necessary Patents (or would use QUALCOMM's CDMA Technically Necessary Patents or MediaTek's CDMA Technically Necessary Patents when operating in a Subscriber Unit), and (iii) implements the physical layer of any CDMA Standard when operating in a Subscriber Unit and performs any one or more of the following when operating in a Subscriber Unit: pseudorandom sequence spread spectrum modulation or demodulation, acquisition, tracking, interleaving, deinterleaving, error correction coding or decoding, or vocoder functions. For

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to comply with any portions, whether mandatory or optional, of the specifications of any OFDMA Standard). Notwithstanding the foregoing, the definition of Technically Necessary OFDMA Patents excludes those Technically Necessary OFDMA Patents that are essential for the manufacture, use or sale of Components in order for such Components to comply with the specifications of any CDMA Standard (i.e., must be infringed upon in order to comply with any portion, whether mandatory or optional, of the specifications of any CDMA Standard), if any.

“Technically Necessary TD-SCDMA Patents” means only those claims of any patents (worldwide) issued on, prior to or after the Effective Date which are essential for the manufacture, use or sale of Components in order for such Components to comply with any of the specifications of the TD-SCDMA Standard (i.e., must be infringed upon in order to comply with any portion, whether mandatory or optional, of the specifications of the TD-SCDMA Standard). Notwithstanding the foregoing, the definition of Technically Necessary TD-SCDMA Patents excludes those Technically Necessary TD-SCDMA Patents that are essential for the manufacture, use or sale of Components in order for such Components to comply with the specifications of any CDMA Standard (i.e., must be infringed upon in order to comply with any portion, whether mandatory or optional, of the specifications of any CDMA Standard), if any.

2. TERM OF AGREEMENT.

This Agreement shall commence upon the Effective Date and, unless otherwise terminated or canceled as provided herein, shall continue in full, force and effect thereafter until the last of QUALCOMM's CDMA Technically Necessary Patents and MediaTek's CDMA Technically Necessary Patents has expired.

3. *[Intentionally Omitted]*

4. QUALCOMM'S COVENANTS NOT TO ASSERT.

4.1 Covenants Not to Assert Against MediaTek.

(a) Subject to the terms and conditions of this Agreement, including but not limited to Sections 4.1(b), 4.1(c) and 16 of this Agreement, and MediaTek's compliance with the reporting obligations set forth in this Agreement, QUALCOMM, on behalf of itself and its Affiliates, hereby covenants not to Assert any of QUALCOMM's CDMA Technically Necessary Patents against:

(i) MediaTek or any of its Authorized Affiliates for designing and developing for itself (and having designed and developed but only by Authorized

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strikes and other labor difficulties or demands (whether or not the Party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, components or machinery; and acts of civil or military authorities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized representatives to become effective as of the Effective Date. This Agreement may be signed in counterparts.

QUALCOMM Incorporated

MediaTek, Inc.

By: [Signature]By: [Signature]Name: Devin A. BurkeName: Ji-Chang HsuTitle: EVP + President, QTLTitle: EVPDate: 11/18/2009Date: 2009/11/19

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EXHIBIT A-2

AUTHORIZED PURCHASERS

See attached

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66.

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FOIA CONFIDENTIAL TREATMENT REQUESTED BY QUALCOMM
HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

Q2014FTC02029726
Q2017MDL1_01868365

CX8168-066
JX0050-066

MTK016

MTKC-2010-0019

CDMA2000

Aiji Systems Co., Ltd.	Langchao Group Co., Ltd.
AL Communications Co., Ltd.	Lenovo Mobile Communication Technology Ltd.
ALBAHITH Technologies	LG Electronics, Inc.
Alcatel-Lucent USA Inc.	Linktop Technology Co., Ltd.
Alps Electric Co., Ltd.	Longcheer Telecommunication Limited
Amoi Mobile Co., Ltd.	Maxon Telecom Co., Ltd.
AnyDATA Corporation	Motorola, Inc.
Arasor International Group Holding Limited Company	NEC Corporation
Asiatelco Technologies Holding Company, Ltd.	Ningbo Bird Co., Ltd.
Axesstel, Inc.	NOKIA Corporation
Beijing Tianyu Communication Equipment Co., Ltd.	Novatel Wireless, Inc.
BYD Huizhou Electronic Co., Ltd.	Palm, Inc.
Cal-Comp Electronics (Thailand) Public Company Limited	Panasonic Electronic Devices Co., Ltd.
Casio Computer Co., Ltd.	Panasonic Mobile Communications Co., Ltd.
CEC Telecom Co., Ltd.	Pantech & Curitel Communications, Inc.
Charles Stark Draper Laboratory, Inc., The	Pantech Co., Ltd.
Cheng Uei Precision Industry, Co., Ltd.	PEIKER acustic GmbH & Co KG
China Zhenhua (Group) Science & Technology Co., Ltd.	Prowave Technology Co., Limited
Compal Communications, Inc.	Putian Capitel Group
Continental AG	Qisda Corporation
Creative Mobile Technology (CMOTECH) Co., Ltd.	Rebound Telecom Co., Ltd
Crest Glory Corporation	Research In Motion Limited
Dalian Daxian Group Co., Ltd.	Rose Telecom Co., Ltd.
Dalian Huanyu Mobile Technological Co., Ltd.	Samsung Electronics Co., Ltd.
Datang Telecom Technology Co., Ltd.	Sanyo Electric Co., Ltd.
Denso Corporation	Seiko Instruments, Inc.
Digibee Mobile Ltd.	Sendum Wireless Corporation
DIGITO.COM Co., Ltd.	Shanghai Huaqin Telecom Technology Co., Ltd.
DriveCam, Inc.	Shanghai Huntel Technologies Co., Ltd.
Eastern Communications Company, Ltd.	SHARP Corporation
Egyptian Telephone Company, The	Shenzhen COSHIP Electronics Co., Ltd
EpiValley Co., Ltd.	Shenzhen GaoRan Communication Co., Ltd.
Flextronics International Ltd.	Shenzhen Gongjin Electronics Co., Ltd.
Foxconn International Holdings Limited	Shenzhen Huawei Communications Technologies Co., Ltd. (SHCT)
Fujitsu Limited	Shenzhen LT Mobile Communication Co., Ltd.
Future Technology Co., Ltd.	Shenzhen Sanmu Communication Technology Co., Ltd.
Garmin Corporation	Shenzhen Shijitanyuan Communication Technology Co., Ltd.
Gionee Communications Equipment Co., Ltd.	Shenzhen Sunny Electronic Co., Ltd.
Glenayre Electronics, Inc.	Sierra Wireless, Inc.
Gowell Telecom Technology Limited	Sim Technology Group (BVI) Limited
Guangzhou Jinpeng Group Co., Ltd.	SK Telecom Co., Ltd.
Haier Group Company	Sony Corporation
Himachal Futuristic Communication Limited	Synertek, Inc.
Hisense Group Co., Ltd.	TCL Corporation
Hitachi, Ltd.	Techfaith Wireless Technology Group Limited
HTC Corporation	Teleepoch LTD
HUGHES Telematics, Inc.	Telefonaktiebolaget LM Ericsson
Infineon Technologies AG	Telit Wireless Solutions Co., Ltd.
inkel Corporation	Telular Corporation
InnoMTek Co. Ltd.	Toshiba Corporation
Inventec Appliances Corp.	Ubiquam Co., Ltd.
Kenwood Corporation	Uniden Corporation
Koninklijke Philips Electronics N.V.	UTStarcom, Inc.
Konka Group Co., Ltd.	Vtion Technology (China) Company Ltd.
KT Tech Inc.	Wavecom S.A.
Kyocera Corporation	Westech Korea, Inc.

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CDMA2000

Wherify Wireless, Inc.
Wingtech Group Incorporation Limited
Wistron NeWeb Corp.
Xiamen Hongkang Technology Communication Development Co., Ltd.
YISO Wireless Co., Ltd.
Yulong Computer Telecommunication Scientific (Shenzhen) Co., Ltd.
ZTE Corporation
ZTE do Brasil Industria, Comercio, Servicos e Participacoes Ltda.

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FOIA CONFIDENTIAL TREATMENT REQUESTED BY QUALCOMM
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JX0050-068

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MTKC-2010-0019

WCDMA

Alcatel-Lucent USA Inc.	Panasonic Mobile Communications Co., Ltd.
Alps Electric Co., Ltd.	Pantech & Curitel Communications, Inc.
Amoi Mobile Co., Ltd.	PEIKER acustic GmbH & Co KG
AnyDATA Corporation	Prowave Technology Co., Limited
Arima Communications Corporation	Qisda Corporation
Asiateco Technologies Holding Company, Ltd.	QUANTA Computer Inc.
ASUSTeK Computer, Inc.	REACH Tech (Xiamen) Co., Ltd.
Axesstel, Inc.	Research In Motion Limited
BandRich Inc	RF Window Co., Ltd.
Beijing Tianyu Communication Equipment Co., Ltd.	Rose Telecom Co., Ltd.
BYD Huizhou Electronic Co., Ltd.	Sagem Wireless
Casio Computer Co., Ltd.	Samsung Electronics Co., Ltd.
Cheng Uei Precision Industry, Co., Ltd.	Sanyo Electric Co., Ltd.
Cinterion Wireless Modules GmbH	Seiko Instruments, Inc.
CK Telecom (Heyuan) Limited	Shanghai BroadMobi Communication Technology Co., Ltd.
ClearWave Corporation	Shanghai Huaqin Telecom Technology Co., Ltd.
Compal Communications, Inc.	Shanghai Techain Electronics Technology Co., Ltd.
Creative Mobile Technology (CMOTECH) Co., Ltd.	SHARP Corporation
Denso Corporation	Shenzhen GaoRan Communication Co., Ltd.
Digibee Mobile Ltd.	Shenzhen Gongjin Electronics Co., Ltd.
EpiValley Co., Ltd.	Shenzhen Hexing Funder Telecom Technology Co., Ltd
Flextronics International Ltd.	Shenzhen Huawei Communications Technologies Co., Ltd. (SHCT)
Foxconn International Holdings Limited	Shenzhen Sanmu Communication Technology Co., Ltd.
Fujitsu Limited	Shenzhen Sunny Electronic Co., Ltd.
Giga-Byte Technology Co., Ltd.	Siemens Aktiengesellschaft
Gionee Communications Equipment Co., Ltd.	Sierra Wireless, Inc.
Glenayre Electronics, Inc.	Sim Technology Group (BVI) Limited
Gowell Telecom Technology Limited	SK Telecom Co., Ltd.
GuangDong OPPO Mobile Telecommunications Corp. Ltd.	SK Telesys
Haier Group Company	Synertek, Inc.
Hisense Group Co., Ltd.	TCL Corporation
Hitachi, Ltd.	Techfaith Wireless Technology Group Limited
HTC Corporation	Teleepoch LTD
HUGHES Telematics, Inc.	Telefonaktiebolaget LM Ericsson
Infineon Technologies AG	Telit Communications S.p.A.
InnoMTek Co. Ltd.	Toshiba Corporation
Inventec Appliances Corp.	URiver, Inc.
Kenwood Corporation	UTStarcom, Inc.
Koninklijke Philips Electronics N.V.	Vtion Technology (China) Company Ltd.
KT Tech Inc.	Wistron Corporation
Kyocera Corporation	Wistron NeWeb Corp.
LeadTek Research Inc.	YISO Wireless Co., Ltd.
Lenovo Mobile Communication Technology Ltd.	Yulong Computer Telecommunication Scientific (Shenzhen) Co., Ltd.
LG Electronics, Inc.	Zeebo, Inc
Linktop Technology Co., Ltd.	ZTE Corporation
Longcheer Telecommunication Limited	ZTE do Brasil Industria, Comercio, Servicos e Participacoes Ltda.
Maxon Telecom Co., Ltd.	
MiTAC International Corporation	
modu Ltd.	
Motorola, Inc.	
NEC Corporation	
NOKIA Corporation	
Novatel Wireless, Inc.	
Option NV	
Palm, Inc.	
Panasonic Electronic Devices Co., Ltd.	

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